

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81G67-0277-2451		PAGE 1 OF 51	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW37-01-R-0002	
7. FOR SOLICITATION INFORMATION CALL		a. NAME ROBERT B STEPHENSON				b. TELEPHONE NUMBER (No Collect Calls) 651-290-5418	
9. ISSUED BY CONTRACTING DIVISION USACE - ST PAUL 190 5TH STREET ST PAUL, MN 55101-1638 TEL: FAX: 651-290-5706		CODE DACW37		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 3561 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13 a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13 b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO GRAND FORKS RESIDENT OFFICE ATTN: No Contacts Identified USACE WESTERN AREA OFFICE 201 NORTH 3RD STREET SUITE 101 GRAND FORKS, ND 58201		CODE		16. ADMINISTERED BY SEE ITEM 9			
17 a. CONTRACTOR/ CODE OFFEROR		FACILITY CODE		18 a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.		17 b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
		18 b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18 a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
27 a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27 b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30 a. SIGNATURE OF OFFEROR/CONTRACTOR				31 a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30 b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30 c. DATE SIGNED		31 b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31 c. DATE SIGNED	
32 a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32 b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32 c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER			
38. S/R ACCOUNT NUMBER				39. S/R VOUCHER NUMBER		40. PAID BY	
41 a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41 b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41 c. DATE			
42b. RECEIVED AT (Location)							
42c. DATE REC'D (YY/MM/DD)				42d. TOTAL CONTAINERS			

SECTION SF 1449 CONTINUATION SHEET

The contractor shall accomplish the following requirements in accordance with the attached specification Sections 01330 and 15161.

BASIC CONTRACT ITEMS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Pump, Stormwater, 15,000 GPM including Accessories FFP PURCHASE REQUEST NUMBER W81G67-0277-2451	9.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Pump, Stormwater, 6,000 GPM including Accessories FFP	14.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Pump, Stormwater, 3,000 GPM including Accessories FFP	30.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Pump, Sump, 1,000 GPM including Accessories FFP	13.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Pump, Sump, 500 GPM including Accessories FFP	12.00	Each		
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Spare Pump, Stormwater, 15,000 GPM FFP	1.00	Each		
				_____.	_____.
0007	Spare Pump, Stormwater, 6,000 GPM FFP	2.00	Each		
				_____.	_____.
0008	Spare Pump, Stormwater, 3,000 GPM FFP	2.00	Each		
				_____.	_____.
0009	Manufacturer's Field Site Services FFP - per each pumping station	22.00	Each		
				_____.	_____.
0010	Erecting Engineer Services FFP - per each pumping station	22.00	Each		
				_____.	_____.

TOTAL AMOUNT
(BASIC CONTRTACT ITEMS) _____.

OPTION CONTRACT ITEMS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Pump, Stormwater, 15,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Pump, Stormwater, 15,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Pump, Stormwater, 15,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Pump, Stormwater, 15,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Pump, Stormwater, 15,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	Pump, Stormwater, 15,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	Pump, Stormwater, 15,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	Pump, Stormwater, 6,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Pump, Stormwater, 6,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	Pump, Stormwater, 6,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	Pump, Stormwater, 6,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	Pump, Stormwater, 6,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	Pump, Stormwater, 6,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	Pump, Stormwater, 6,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	Pump, Stormwater, 3,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	Pump, Stormwater, 3,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	Pump, Stormwater, 3,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	Pump, Stormwater, 3,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029	Pump, Stormwater, 3,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	Pump, Stormwater, 3,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	Pump, Stormwater, 3,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	Pump, Sump, 1,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	Pump, Sump, 1,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	Pump, Sump, 1,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	Pump, Sump, 1,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036	Pump, Sump, 1,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037	Pump, Sump, 1,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038	Pump, Sump, 1,000 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039	Pump, Sump, 500 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	Pump, Sump, 500 GPM including Accessories FFP	1.00	Each		
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	Pump, Sump, 500 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	Pump, Sump, 500 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	Pump, Sump, 500 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044	Pump, Sump, 500 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	Pump, Sump, 500 GPM including Accessories FFP	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0046	Erecting Engineer Services FFP - per each pumping station	1.00	Each		
				_____.	_____.

ITEM NO 0047	SUPPLIES/SERVICES Erecting Engineer Services FFP - per each pumping station	QUANTITY 1.00	UNIT Each	UNIT PRICE	AMOUNT
				_____.	_____.
ITEM NO 0048	SUPPLIES/SERVICES Erecting Engineer Services FFP - per each pumping station	QUANTITY 1.00	UNIT Each	UNIT PRICE	AMOUNT
				_____.	_____.
ITEM NO 0049	SUPPLIES/SERVICES Erecting Engineer Services FFP - per each pumping station	QUANTITY 1.00	UNIT Each	UNIT PRICE	AMOUNT
				_____.	_____.
ITEM NO 0050	SUPPLIES/SERVICES Erecting Engineer Services FFP - per each pumping station	QUANTITY 1.00	UNIT Each	UNIT PRICE	AMOUNT
				_____.	_____.
ITEM NO 0051	SUPPLIES/SERVICES Erecting Engineer Services FFP - per each pumping station	QUANTITY 1.00	UNIT Each	UNIT PRICE	AMOUNT
				_____.	_____.
ITEM NO 0052	SUPPLIES/SERVICES Erecting Engineer Services FFP - per each pumping station	QUANTITY 1.00	UNIT Each	UNIT PRICE	AMOUNT
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053	Manufacturer's Field Site Services FFP - per each pumping station	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0054	Manufacturer's Field Site Services FFP - per each pumping station	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0055	Manufacturer's Field Site Services FFP - per each pumping station	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0056	Manufacturer's Field Site Services FFP - per each pumping station	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0057	Manufacturer's Field Site Services FFP - per each pumping station	1.00	Each		
				_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0058	Manufacturer's Field Site Services FFP - per each pumping station	1.00	Each		
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0059	Manufacturer's Field Site Services FFP - per each pumping station	1.00	Each		
				_____.	_____.

TOTAL AMOUNT
(OPTION CONTRACT ITEMS) _____.

TOTAL AMOUNT
(BASIC CONTRACT ITEMS PLUS
OPTION CONTRACT ITEMS) _____.

NOTES to Offerors

1. FACSIMILE PROPOSALS AND FACSIMILE MODIFICATIONS THERETO, WILL NOT BE ACCEPTED.
2. Block 10 is revised to show NAICS code as 333911 rather than SIC Code of 3561.
3. Block 27.a is hereby marked and addenda are attached.
4. AWARD SELECTION WILL BE BASED ON THE LOWEST PRICED OFFER FOUND TO BE TECHNICALLY ACCEPTABLE. THE TECHNICAL CRITERIA CONTAINED IN CLAUSE 52.212-2 EVALUATION - COMMERCIAL ITEMS, MUST BE ADDRESSED BY THE OFFERORS IN THEIR TECHNICAL PROPOSALS.
5. NOTICE TO LARGE BUSINESS: The U.S. Army Corps of Engineers, St. Paul District, is committed to participation of Small Business, Small Disadvantaged Business and Women-Owned Small Business in the performance of work under this solicitation and resultant contract.

Your attention is directed to the solicitation clauses 52.219-0008 entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns", 52.219-0009 I entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," and 52.219-7003 entitled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)".

If you are a large business and the successful offeror with a bid

exceeding \$500,000, submission of a Subcontracting Plan in accordance with above clauses will be required. The Contracting Officer will review the plan using the following goals to assure that it represents your best efforts to maximize subcontracting opportunities. Award will not be made until the Subcontracting Plan is approved by the Contracting Officer.

The following subcontracting goals are informational only and not legally binding but are considered reasonable and achievable during the resultant contract from this solicitation. The goals expressed in percent of total planned subcontracting dollars are:

Small Business-----	61.4%
Small Disadvantaged Business-----	9.1%
Women-Owned Small Business-----	5.0%
HUBZone Small Business-----	Maximum Percent-
(%) Practicable	
Veteran-owned Small Business-----	3.0%
Subcontract Reporting (SF 294 & SF 295)---	100.0%

6. The successful low offeror may be requested to provide the following information as soon as possible after notice of possible selection:

- a. A Financial Statement, to include a balance sheet and income statement, and
- b. A Bank Certification of Financial Capability (line of credit).

This information will be treated as confidential. The financial statements should be not over 60 days old. If over 60 days old, a certification should be attached stating that the financial condition of the firm is substantially the same or, if not the same, the changes that have taken place.

7. All extensions of the unit prices shown will be subject to verification by the Government. In case of a discrepancy between the unit price and the extension, the unit price will govern.

8. Unbalanced Offers. The Government may reject any offer if the prices for any basic contract line item numbers and/or option contract line item numbers are materially unbalanced and the lack of balance is determined by the Contracting Officer to pose an unacceptable risk to the Government. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line item numbers are significantly over or under stated, in relation to cost, for other work. Additionally, an offer that is so unbalanced so as to be tantamount to an advance payment will be rejected even if acceptance of the offer would result in the lowest overall cost to the Government

9. Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing in not later than 10 days prior to proposal due date. Questions can be faxed to (651)290-5706, attention to Bruce Stephenson.

10. Offerors attention is called to Clause 252.204-7004 "Required Central Contractor Registration".

11. The addresses, phone numbers, and internet addresses (if available) for references cited in these specifications are listed in the Corps of Engineer Guide Specification (CEGS) 01090 SOURCES FOR REFERENCE PUBLICATIONS. CEGS 01090 is available on the TECHNIFO page of the Corps of Engineers Huntsville District internet site at: <http://w2.hnd.usace.army.mil/>.

12. Offerors are forewarned to carefully screen descriptive literature and delete any disclaimers and/or any other descriptive narratives that may be inconsistent with the requirement contained within this solicitation.

13. On Page 1 of 51 the "51" is corrected to read "52"

CLAUSES INCORPORATED BY REFERENCE:

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-17	Delivery of Excess Quantities	SEP 1989
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.232-17	Interest	JUN 1996
52.232-5001	Continuing Contracts (Mar 1995)--EFARS	JAN 2000
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a	MAR 1998

	Terrorist Country	
252.209-7003	Compliance With Veterans' Employment Reporting Requirements	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	AUG 1998
252.247-7023	Transportation of Supplies by Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY (JUN 1997)--Alternate II (APR 1984)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

(1) The contractor shall deliver the supply items listed in CLINs 0001 through 0008 by the dates established in Table A at Section 15161 (see the column entitled Final Delivery Date).

(2) The Basic Manufacturer's Field Site Services shall be delivered as directed by the Contracting Officer by written notice to the contractor. That notice will not require the contractor to commence work until at least 60 days after the date of the notice. The notice may specify the date that the services are to commence or provide the contractor with a date by which the services must be complete. In the latter situation, the contractor shall be responsible for scheduling a mutually agreeable delivery date with the Corps' Western Area Office. In no event will the Government require the contractor to commence Manufacturer's Field Site Services after December 31, 2005.

(3) The Basic Erecting Engineer Services shall be delivered as directed by the Contracting Officer by written notice to the contractor. That notice will not require the contractor to commence work until at least 60 days after the date of the notice. The notice may specify the date that the services are to commence or provide the contractor with a date by which the services must be complete. In the latter situation, the contractor shall be responsible for scheduling a mutually agreeable delivery date with the Corps' Western Area Office. In no event will the Government require the contractor to commence Erecting Engineer Services after December 31, 2005.

(4) Optional Supply Items (Pumps) – The Contracting Officer may exercise any option item (or combination of option items) by written notice to the contractor at any time within one year of the

date of award. The notice of exercise of option shall specify the dates that the option items are to be delivered. In no event will the delivery dates specified in the notice be earlier than 180 days from the date of the notice or later than 15 May 2003.

(5) Optional Manufacturer's Field Site Services – The Contracting Officer may exercise any option item (or combination of option items) by written notice to the contractor at any time after award and before 30 September 2005. That notice will not require the contractor to commence work until at least 60 days after the date of the notice. The notice may specify the date that the services are to commence or provide the contractor with a date by which the services must be complete. In the latter situation, the contractor shall be responsible for scheduling a mutually agreeable delivery date with the Corps' Western Area Office. In no event will the Government require the contractor to commence Optional Manufacturer's Field Site Services after December 31, 2005.

(6) Optional Erecting Engineer Services – The Contracting Officer may exercise any option item (or combination of option items) by written notice to the contractor at any time after award and before 30 September 2005. That notice will not require the contractor to commence work until at least 60 days after the date of the notice. The notice may specify the date that the services are to commence or provide the contractor with a date by which the services must be complete. In the latter situation, the contractor shall be responsible for scheduling a mutually agreeable delivery date with the Corps' Western Area Office. In no event will the Government require the contractor to commence Optional Erecting Engineer Services after December 31, 2005.

(7) Staggered Delivery for Erecting Engineer Services and Manufacturer's Field Site Services – For the services identified at contract line items 0009 and 0010, the Contracting Officer may require the services for each pump station to be provided individually, in combination, or all in one effort. The contractor's pricing for each pump station shall include all labor, equipment, materials, per diem and travel necessary to perform the services at that pump station. If the Government requires the contractor to perform any combination of the services described in the schedule as Erecting Engineer Services or Manufacturer's Field Site Services (CLINs 0009, 0010, and 0046 through 0059) in a single visit to the project site, the Government shall be entitled to an equitable reduction in the contract price in the amount of direct cost of travel saved by combining the services.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above will be rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF RECEIPT OF WRITTEN NOTICE OF AWARD
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) The delivery dates or specific periods above are based on the assumption that the successful offeror will receive notice of award by 5 January 2001. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the Contractor receives notice of award; provided, that the Contractor promptly acknowledges receipt of notice of award.

(End of Clause)

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;

- (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-- Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

(i) price, and

(ii) technical capability – Technical capability will be evaluated on a go/no-go basis. For an offer to be eligible for award, it must satisfy all of the following criteria:

(1) The items and services offered must meet all of the technical requirements of the contract documents (in particular, see section 15161, paragraph 2.3). (Some portions of the technical specification require the submission of shop drawings. The information required by those shop drawings must be summarized or included in the offeror's technical proposal.); and,

(2) Demonstrated experience – The offeror must provide documentation demonstrating that the offered products meet the "manufacture" and "in use" requirements of section 15161, paragraph 2.1.2; and,

(3) Parts and Service – The offeror must demonstrate the ability to provide parts and service as described in section 15161, paragraph 2.1.3; and,

(4) The location of the facility to be used for the factory witness test must be in the continental United States (lower 48 states) and be identified in the proposal.

(b) *Criteria for Award Decision.* The Government intends to award a contract to the responsible offeror with the lowest priced, technically acceptable proposal.

(c) The Government intends to make an award decision without discussions. Therefore, each offeror is encouraged to provide the Government with all of the information necessary to evaluate its proposal under the evaluation factors stated above. Offerors that fail to submit all the information necessary to evaluate their proposal with their initial proposal bear the risk that their proposal will be rejected without discussions.

(d) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(e) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2000) ALTERNATE I (OCT 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(2) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that—

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required comp liance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products

Line Item No.:-----

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (MAY 1999)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 1999) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-5, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components –

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, zip code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent
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52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the options by written notice to the Contractor as stated in herein (See Clause 52.52.211-8).

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities,

specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)

(a) Definitions. As used in this provision--

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the

Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The offeror represents that it--

() is () is not a Historically Black College or University;

() is () is not a Minority Institution.

(End of provision)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U.S. Army Corps of Engineers, St. Paul District
Contracting Division
190 Fifth Street East
St. Paul, Minnesota 55101-1638

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

- (1)(i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 1999) (DEVIATION)

(a) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

(End of clause)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan.

Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(SEP 1999)

(a) Definitions. Domestic end product, qualifying country, qualifying country end product, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin (If known)

(End of provision)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)

(a) Definitions.

As used in this clause--

(1) Components means those articles, materials, and supplies directly incorporated into end products.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind--

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or

(B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

(4) Nonqualifying country end product means an end product that is neither a domestic end product nor a qualifying country end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) Qualifying country component means an item mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d) in a manner that will encourage a favorable international balance of payments by providing a preference to domestic end products over other end products, except for end products which are qualifying country end products.

(c) The Contractor agrees that it will deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product will be supplied requires the Contractor to deliver a qualifying country end product or a domestic end product.

(d) The offered price of qualifying country end products should not include custom fees or duty. The offered price of nonqualifying country end products, and products manufactured in the United States that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, when the Buy American Act is applicable, each nonqualifying country offer is adjusted for the purpose of evaluation by adding 50 percent of the offer, inclusive of duty.

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of

materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

ADDENDA TO 51.212-4**52.246-17 -- Warranty of Supplies of a Noncomplex Nature (Apr 1984)****Warranty of Supplies of a Noncomplex Nature (Apr 1984)***(a) Definitions.*

"*Acceptance*," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"*Correction*," as used in this clause, means the elimination of a defect.

"*Supplies*," as used in this clause, means the end item furnished by the Contractor and related services required under the contract. The word does not include "data."

"*Start up*," as used in this clause, means the date that the Manufacturer's Field Services for a particular pump station are satisfactorily completed. Each pump station may have a different start up date; the warranty period for the pumps at any given pump station will commence as of the date that the Manufacturer's Field Services are satisfactorily completed at that site. For any spare pumps or parts delivered under the contract, the term "start up" shall mean the date of acceptance by the Government.

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for a period of two and one-half years (2 ½ years) after start up --

(i) All supplies furnished under this contract will be free from defects in design, material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 45 days after discovery of the defect.

(2) Within a reasonable time after the notice, the Contracting Officer may either --

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any supply or group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the continental United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4) If the Contractor does not agree as to responsibility to correct or replace the supplies delivered, the Contractor shall nevertheless proceed in accordance with the written request issued by the Contracting Officer under paragraph (c)(2) of this clause to correct or replace the defective or nonconforming supplies. In the event it is later determined that the supplies were not defective or nonconforming within the terms and conditions of this clause, the contract price will be equitably adjusted.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(6) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

(End of Clause)

SECTION 01330

SUBMITTAL PROCEDURES

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers as follows:

SD-01 Data

SD-04 Drawings

SD-06 Instructions

SD-07 Schedules

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SD-09 Reports

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1.2 SUBMITTAL DESCRIPTIONS

1.2.1 SD-01 Data

Description: Data which covers calculations, descriptions, and/or documentation regarding the contract project work such as: manufacturer's catalog data, manufacturer's standard color charts, and design data.

1.2.2 SD-04 Drawings

Description: Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the contract project work.

1.2.3 SD-06 Instructions

Description: Preprinted (printed) material describing installation of products, systems, and/or materials, including special notices and material safety data sheets, if any, concerning impedances, hazards, and safety precautions.

1.2.4 SD-07 Schedules

Description: Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, and/or components proposed or approved to be to be used in the contract project work.

1.2.5 SD-08 Statements

Description: Document(s), required of the Contractor or through the Contractor, from a supplier, installer, manufacturer, or other lower tier contractor (subcontractor), the purpose of which is to confirm the quality and/or orderly progression of a portion of the contract project work by documenting: procedures; acceptability of methods, personnel, and/or qualifications; and other verifications of quality.

1.2.6 SD-09 Reports

Description: Reports of inspections and/or testing, including analysis and interpretation of test results. Each report shall be properly identified. Testing methods used shall be identified and testing results shall be recorded. Reports include: test reports, factory test reports, and field test reports.

1.2.7 SD-13 Certificates

Description: Certified statement(s) signed by an official authorized to certify on behalf of the manufacturer of a product, system, and/or material, attesting that the product, system, and/or material meets contract requirements. Each statement must: be dated after the award of the contract; state the manufacturer's name and address; state the Contractor's name and address; state the contract project name, contract number, and project work location; and list the specific requirements being certified.

1.2.8 SD-14 Samples

Description: Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work. Samples include: color selection samples, sample panels, and sample installation.

1.2.9 SD-18 Records

Description: Documentation to record compliance with technical and/or non-technical (administrative, etc.) requirements.

1.2.10 SD-19 Operation and Maintenance Manuals

Description: Information that are(is) data which forms a complete, or part of an, operation and maintenance manual. Operation and maintenance manuals are considered deliverables under the contract requirements and not submittals; however, when necessary to review information to be included in the final manuals such information shall be considered an instruction submittal.

1.3 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.3.1 Government Approval

Submittals requiring Governmental approval are required for: extensions of design/manufacture; critical materials, deviations, equipment whose compatibility with the entire system must be checked; and other items as designated by the Contracting Officer.

1.3.2 Information Only

All submittals not requiring Government approval will be for information only.

1.4 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction (including manufacture and/or fabrication), materials, detailing, and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any/each error which may exist, as the Contractor under the requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all contract project work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.5 DISAPPROVED SUBMITTALS

The Contractor shall make all submittal corrections required by the Contracting Officer and promptly furnish such corrected submittals in the form and number of copies required for the initial submittal. If the Contractor considers any such submittal correction to constitute a change to the contract, a written notice shall be delivered promptly to the Contracting Officer prior to starting such contract work.

1.6 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the contract project work will not be made if required approvals have not been obtained.

1.7 MEASUREMENT AND PAYMENT

The work of this section will not be measured for payment. The Contractor shall be responsible for the work of this section, without any direct compensation being made other than the payment received for contract items.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall make submittals as required by the contract documents. The Contracting Officer may request submittals in addition to those previously listed when deemed necessary to adequately describe the contract work covered in the contract documents. Units of weights and measures used on all submittals shall be the same as those used in the original contract documents. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's quality control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; operation and maintenance (O&M) manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled, transmitted, and approved prior to the Contractor's acquisition of the material and/or equipment covered thereby. Samples remaining upon completion of the contract project work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

3.2 SUBMITTAL REGISTER (ENG FORM 4288)

Included at the end of this section is one set of ENG Form 4288 listing items of equipment and materials for which submittals are required by the contract documents; this list may not be all inclusive and additional items for submittal may have to be added to this listing by the Contractor. Columns "d" through "r" have been completed by the Government; the Contractor shall complete columns "a" and "s" through "u" and submit the forms (hard copy) to the Contracting Officer for approval within 7 calendar days after the contract award/effective date. The Contractor shall keep the submittal register up-to-date and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing/delivery time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals. The submittal register shall provide for a reasonable timely distribution of shop drawings as they are prepared (particularly within a specific discipline, i.e.:

civil, structural, mechanical, electrical, etc.).

3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to end of this section shall be used for submitting items for Government approval "GA" and for information only "FIO" in accordance with the instructions on the reverse side of the form. At least one copy of this form will be furnished to the Contractor when so requested by the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item being submitted. Special care shall be exercised to ensure proper listing of each technical specification paragraph and/or each technical drawing sheet number of the contract documents pertinent to the data/information submitted for each item.

3.5 SUBMITTAL PROCEDURE

3.5.1 Submittal Copies

The Contractor shall submit 6 copies of each submittal (both for Government approval "GA" and for information only "FIO") unless required otherwise. Each transmittal shall address only one submittal item. Transmittals returned for resubmission shall be resubmitted in their entirety. When approved by the Contracting Officer, routine testing reports and delivery tickets may be submitted with daily quality control reports in place of following submittal procedures under this section.

3.5.2 Schedule

Shop drawings shall be submitted with ample time to secure Government approval prior to the time the items covered thereby are to be delivered to the contract project work site. Additional time should be allowed for possible resubmittal. Materials fabricated or delivered without Government approval of the shop drawing will be subject to rejection. All submittals shall be made prior to commencement of applicable contract work, and allow adequate time for Government review acceptable to the Contracting Officer.

3.5.3 Shop Drawings

Shop drawings shall be reproductions on high quality paper with clear legible print. Drawings shall generally be bordered on all sides a minimum of one inch and trimmed to neat lines. Shop drawing quality will be subject to approval. Each shop drawing, including catalog data, shall be identified with a title block including the name of the Contractor, contract number, name and location of project, and name of the item of work or structure to which the shop drawing applies. Catalog data, including technical specifications, drawings, and full descriptive information, may be submitted as shop drawings. Catalog data must be supplemented as necessary to include all pertinent data to verify conformance to the contract documents. When catalog data includes non-applicable data, the applicable data shall be clearly identified.

3.5.4 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control its procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval "GA", the submittals will be identified as having received approval by being so stamped and dated. Five copies of the submittal will be retained by the Contracting Officer and one copy of the submittal will be returned to the Contractor.

3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only "FIO" will not be returned. Approval of the Contracting Officer is not required on such "for information only" submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract documents. This does not relieve the Contractor from the obligation to furnish material conforming to the contract documents; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the contract work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the contract documents so prescribe.

3.9 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

<p style="text-align: center;">CONTRACTOR</p> <p style="text-align: center;">(Firm Name)</p> <p>_____ Approved</p> <p>_____ Approved with corrections as noted on submittal data and/or attached sheets(s).</p> <p>SIGNATURE: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>

-- End of Section --

SUBMITTAL REGISTER

(ER 415-1-10)

CONTRACT NO.

TITLE AND LOCATION:

CONTRACTOR:

SPECIFICATION SECTION

[illegible]

TRANSMITTAL OF SHOP DRAWINGS, EQUIPMENT DATA, MATERIAL SAMPLES, OR MANUFACTURER'S CERTIFICATES OF COMPLIANCE <i>(Read instructions on the reverse side prior to initiating this form)</i>				DATE:		TRANSMITTAL NO.:		
SECTION I - REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS <i>(This section will be initiated by the contractor)</i>								
TO:		FROM:		CONTRACT NO.:		CHECK ONE: 9 THIS IS A NEW TRANSMITTAL 9 THIS IS A RESUBMITTAL OF TRANSMITTAL _____		
SPECIFICATION SEC. NO. <i>(Cover only one section with each transmittal):</i>		PROJECT TITLE AND LOCATION:						
ITEM NO.	DESCRIPTION OF ITEM SUBMITTED <i>(Type, size, model number, etc.)</i>	MFG. or CONTR. CAT., CURVE DRAWING or BROCHURE NO. <i>(See Instruction No. 8)</i>	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT SPEC. PARA. NO. <i>e.</i> DRAWING SHEET NO. <i>f.</i>		FOR CONTRACT OR USE CODE <i>g.</i>	VARIATION <i>(See Instruction No. 6)</i> <i>h.</i>	FOR CE USE CODE <i>i.</i>
<i>a.</i>	<i>b.</i>	<i>c.</i>	<i>d.</i>			<i>g.</i>	<i>h.</i>	<i>i.</i>
REMARKS:				I certify that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract drawings and specifications except as otherwise stated.				
				NAME AND SIGNATURE OF CONTRACTOR _____				
SECTION II - APPROVAL ACTION								
ENCLOSURES RETURNED <i>(List by Item No.):</i>		NAME, TITLE AND SIGNATURE OF APPROVING AUTHORITY:			DATE:			

INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for resubmittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications -- also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" of "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column I to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

A --	Approved as submitted.	E. --	Disapproved (See attached).
B --	Approved, except as noted on drawings.	F. --	Receipt acknowledged.
C --	Approved, except as noted on drawings. Refer to attached sheet, resubmission required.	FX. --	Receipt acknowledged, does not comply As noted with contract requirements.
D --	Will be returned by separate correspondence.	G. --	Other (Specify).
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

(Reverse of ENG Form 4025-R)

SECTION 15161
PUMPING EQUIPMENT

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SECTION 15161

PUMPING EQUIPMENT

PART 1 GENERAL

1.1 SCOPE

1.1.1 General

This section covers the requirements for the following supply/service items required to be furnished by the Contractor:

- (1) Furnish pumping equipment supply items that will be incorporated, in the future by others, into the proposed future flood control pumping stations.
- (2) Furnish pumping equipment supply items that will be stored as spare equipment for use, in the future by others, in the proposed future flood control pumping stations.
- (3) Furnish electric submersible stormwater pumps, non-spare and spare, with electrical power/control cable(s).
- (4) Furnish electric submersible sump pumps with electrical power/control cable(s).
- (5) Furnish pump accessories for stormwater pumps and sump pumps including (as required): discharge elbows, guide rail systems, access (hatch) covers, and pump electrical interface modules.
- (6) Furnish spare replacement parts and special tools.
- (7) Furnish erecting engineer services during the construction (construction in the by others) of designated proposed future flood control pumping stations.
- (8) Furnish manufacturer's field site services during the startup period of each designated future flood control pumping station after construction of same has been completed.
- (9) Furnish submittal requirements for pumping equipment technical and related data.
- (10) Furnish/perform testing, shipment, and delivery requirements
- (11) Furnish storage requirements.
- (12) Comply with additional miscellaneous related requirements.

1.1.2 Background On This Pumping Equipment Supply Contract

- (1) The required supply items covered under this contract project documents will be primarily incorporated (in the future by others) into and/or utilized (in the future by others) for the proposed future flood control pumping stations construction contract work (in the future by others) for the Grand Forks, North Dakota, and East Grand Forks, Minnesota, Flood Control Project.
- (2) The required service items covered under this contract project documents shall be furnished by the Contractor in conjunction with the above proposed future pumping stations construction work (in the future by others).

1.1.3 Background On Supply Contracts for the Grand Forks, North Dakota, and East Grand Forks, Minnesota, Flood Control Project

The Government currently plans on procuring various mechanical-electrical equipment supply items, including related services, under various separate supply type contracts. Such procured items will be made available, as Government furnished materials/items/services, to future installation contractors for their incorporation into and/or utilization for the construction of the various proposed future flood control pumping stations. The construction requirements will be covered under future separate construction type contracts for the various planned stages of construction of the Grand Forks, North Dakota, and East Grand Forks, Minnesota, Flood Control Project. The current planned quantity of the proposed future flood control pumping stations (to be constructed in the future by others) is as shown in TABLE A included at the end of this technical section. The current planned period of such construction is from calendar years 2001 through 2005. The current items planned for procurement, under separate supply contracts, are as follows:

- (1) Pumping equipment and related services as covered under these contract project documents.
- (2) Pump control systems, including pump motor starters, will be covered under future separate supply contract(s) and then furnished/supplied by others in the future.
- (3) Standby electric generating systems will be covered under future and separate supply contract(s) and then furnished/supplied by others in the future.

1.2 REFERENCES

The publications listed below form a part of this technical section to the extent referenced. The publications are referred to in the text by basic designation only.

American Society of Mechanical Engineers (ASME)

ASME B4.1	(1994) Preferred Limits and Fits for Cylindrical Parts
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American Society for Testing and Materials (ASTM)

ASTM A 27	(1995) Steel Castings, Carbon, for General Application
ASTM A 36	(2000) Carbon Structural Steel
ASTM A 48	(1994AE1) Gray Iron Castings
ASTM A 108	(1999) Steel Bars, Carbon, Cold Finished, Standard Quality
ASTM A 276	(2000) Stainless Steel Bars and Shapes

ASTM A 285	(1990) Pressure Vessel Plates, Carbon Steel, Low and Intermediate Tensile Strength
ASTM A 516	(1990) Pressure Vessel Plates, Carbon Steel, for Moderate and Lower Temperature Service
ASTM A 564	(1999) Hot-Rolled and Cold-Finished Age-Hardening Stainless and Steel Bars and Shapes
ASTM A 576	(1990B) Steel Bars, Carbon, Hot Wrought, Special Quality
ASTM A 668	(1996E1) Steel Forgings, Carbon and Alloy, for General Industrial Use
ASTM B 148	(1997) Aluminum-Bronze Sand Castings
ASTM B 584	(1998A) Castings, Copper Alloy Sand for General Applications

Hydraulic Institute (HI)

HI	(1993) Standards for Centrifugal, Rotary and Reciprocating Pumps, 15th Edition
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National Fire Protection Association (NFPA)

NFPA No. 70	(1999) National Electrical Code (NEC)
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1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted by the Contractor in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Drawings

Shop Drawings; GA.

Shop drawings shall be submitted for all manufactured/fabricated contract project supply items to be furnished by the Contractor, and shall describe all dimensions, manufacture details, and fabrication details. Shop drawings shall be neat, legible, and of sufficient size so as to be easily read and/or reproduced. Where materials/products are standard stock items of manufacturers, catalog cuts and manufacturer's data, including specifications and complete descriptive data, shall be submitted. The following shall be submitted:

- (1) Outline drawings of all proposed pumps showing all pertinent dimensions and weight of the various components of each pump. Include the following:
 - (A) The proposed pump manufacturer's listing of previous similar pumps manufactured by them and

- including their installation locations.
 - (B) A description of each proposed manufacturer's recommended pump service facility and its location.
 - (C) An outline of the pump manufacturer's service capability.
- (2) Dimensioned cross sectional drawings of each pump and its component(s) and motor(s). Include the following:
- (A) Pump motor data including dimensional data and operating speeds.
 - (B) Wear ring systems.
 - (C) Bearing systems and bearing life data.
 - (D) Pump shaft seal systems.
- (3) Material, dimensional, sizing, and installation data/details covering each of the following pump accessories: pump discharge elbows, pump guide rail systems, pump access (hatch) covers, pump electrical interface modules.
- (4) Each proposed coating (painting) system and related procedures for pumps, pump components, and pump accessories.
- (5) Factory certified pump capacity-head curves presenting the brake horsepower (BHP) and the net positive suction head required (NPSHR); operating points shall be indicated on these pump curves and efficiency data shall be plotted. Each pump impeller size shall also be indicated on these pump curves.
- (6) The location of each proposed factory testing facility. Factory test setup information and factory testing results shall be submitted and shall be in accordance with paragraph - FACTORY TESTING.
- (7) A copy of the manufacturer's commercial warranty for each pump and each accessory.

SD-06 Instructions

Installation And Erection Instructions Manuals; GA.

At a minimum, for each required pump size submit 15 copies a printed and bound manual describing the manufacturer's recommended installation/erection procedures to be followed during installation operations by others in the future. These instructions shall cover the erecting, assembling, and installing of each pump and of each pump accessory. These proposed manuals shall be submitted with the shop drawings submittal.

- (1) Each installation description shall be a complete, orderly, step-by-step explanation of the various steps/operations required to install each type of pump and each related pump accessory. Also include in the installation description the following: special procedures; special precautions; bolt torque values; permissible wear ring clearances; recommended

instrument set-ups; recommended gages and instruments; bearing clearances; instructions for connecting a pump interface module to an electrical control system; and other similar details.

- (2) Each installation description shall be complemented and supplemented by drawings, sketches, photographs, and similar items as necessary.
- (3) The overall result shall be an installation description which can be comprehended by a future installer who may not have any experience in erecting and/or installing pumping equipment of the required types.

SD-19 Operation and Maintenance Manuals

Operation and Maintenance Manuals; GA.

At a minimum, for each proposed future flood control pumping station and prior to delivery of any pumping equipment, submit operation and maintenance manuals containing complete information in connection with the operation, lubrication, adjustment, routine and special maintenance, disassembly, repair, re-assembly, and storage of the required pumping equipment supply items. The quantity of manuals to submit shall be as follows: submit a minimum of three copies of each manual per each proposed future flood control pumping station (see TABLE A included at the end of this technical section). Each manual shall be labeled with the respective proposed future flood control pumping station number and location (e.g., Flood Control Pumping Station No. C3, Grand Forks, North Dakota) (see TABLE A included at the end of this technical section).

Each manual shall also have a listing of all special tools needed for working on the required pumping equipment. Comprehensive as-built drawings, photographs, factory test results, and sketches of the pumping equipment shall be included. Each manual shall include: complete diagnostic information on the pumping equipment and all approved submittals for the pumping equipment.

Each manual shall have a complete parts list for the required pumping equipment including spare replacement parts and special tools required to be furnished. This list shall: clearly show all details and parts; have all parts completely described and have identification markings; and include sources for all parts.

Each manual shall be assembled with hard cover post type binders or 3-ring binders and printed on 8.5 inch by 11 inch high quality paper with indexed, tabbed section dividers. Large sheets shall be neatly folded and installed with post hole reinforcements such that sheets can unfold without need to open binder posts. Drawings, sketches, and parts lists incorporated in the manual may be reduced to page size provided such reductions are clear and easily legible: otherwise they may be folded into the manual.

PART 2 PRODUCTS

2.1 GENERAL

The term "pump" shall mean a complete assembled pump-motor unit including electrical power/control cable(s).

2.1.1 Pumping Equipment

2.1.1.1 Spare Pumping Equipment

Each spare pumping equipment item shall be furnished by the Contractor. Required spare pumping equipment shall be identical to the other required non-spare pumping equipment. Spare pumping equipment supply items shall be properly labeled and tagged as such. Discharge elbows, guide rail systems, and access (hatch) covers are not required and shall not be furnished for the spare pumping equipment supply items. The required spare pumping equipment (completely assembled pump-motor unit including electrical power/control cable(s) and pump electrical interface module) supply items shall be shipped and delivered by the Contractor to the required delivery location(s). Each such spare pumping equipment supply item shall be properly labeled and tagged in order to identify in the field the following: pump description; and pump capacity size.

2.1.1.2 Non-spare Pumping Equipment

Each non-spare pumping equipment item shall be furnished by the Contractor. The required non-spare pumping equipment (completely assembled pump-motor units including accessories (discharge elbows, guide rail systems, access (hatch) covers, pump electrical interface modules)) supply items shall be shipped and delivered by the Contractor to the required delivery location(s). Each non-spare pumping equipment supply item shall be properly labeled and tagged in order to identify in the field the following: its future installation (installation by others) location (i.e., city, state, proposed future flood control pumping station number as shown in TABLE A included at the end of this technical section); pump description; and pump capacity size.

2.1.2 Standard Products

Each required pump shall be the product of a pump manufacturer who has manufactured at least 500 units of each required pump size. At least one-half or 250, whichever is the lesser, of these units shall have been operating in the United States of America for at least five years prior to October 2000. This record information shall be submitted as a shop drawing. Unless approved otherwise, all pumps required to be furnished under this project contract shall be from and manufactured by the same manufacturer. For each required pump size, the pumps furnished shall be identical with each other. Additionally and unless approved otherwise, each pumping equipment accessory required to be furnished under this project contract shall be from and manufactured by the same manufacturer.

2.1.3 Service And Replacement Parts Availability

The required pumping equipment shall be supported by a service organization fully qualified and very experienced in the service and repair of each required pumping equipment supply item. Unless approved otherwise, all parts (original and replacement) for the required pumping equipment shall be standard stock parts items and maintained in stock. Additionally the Contractor shall meet the following requirements:

- (1) Service (labor and equipment) for the required pumping equipment supply items shall be available within a maximum of 300 miles of the Grand Forks, North Dakota, and East Grand Forks, Minnesota metropolitan area.
- (2) In-stock parts (original and replacement) for the required pumping equipment supply items shall have specific shipping and delivery procedures established in order to insure a 72 hour maximum turn-around time frame for receipt of any needed service and/or repair item, in the future, to the Grand Forks, North Dakota, and East Grand Forks, Minnesota area.
- (3) Service (labor and equipment) and in-stock parts (original and replacement) for the required pumping equipment supply items shall be included for the life of this project supply contract period plus the length of each respective required warranty period for each pumping equipment supply item in accordance with the warranty requirements of this contract. All such service and parts including transportation, shipment, and delivery shall be provided by the Contractor at no additional cost to the Government.

The above service and replacement parts availability information shall be submitted as a shop drawing.

2.1.4 Nameplates

Each item of equipment shall have an approved nameplate properly attached/secured to it in an approved location and include the following: the manufacturer's name and address; and the product's type/style, model, serial number, and catalog number. Each nameplate shall be made of corrosion resisting metal with raised or depressed lettering on a contrasting colored background.

2.1.5 Instruction Plates

Each item of equipment shall be equipped with a suitably installed instruction plate presenting: warnings; cautions; and procedures to be followed during starting, operating, servicing; and storing of the item of equipment. Each instruction plate shall be made of corrosion resisting metal with raised or depressed lettering on a contrasting colored background.

2.2 MATERIALS AND PRODUCTS

2.2.1 General

Materials and products not specifically described herein shall, as far as practicable, conform to the latest approved industry standard(s) covering the appropriate class and/or types of materials.

2.2.2 Designated items

Designated items shall conform to the following:

<u>Item</u>	<u>Requirements</u>
<u>Castings:</u>	
Gray Iron	ASTM A 48, Class No. 30A, 30B and 30C
Steel	ASTM A 27, Grade 65-35, annealed
Copper Alloy	ASTM B 584, Alloy No. C93700 or C86300
<u>Structural:</u>	
Steel	ASTM A 36
<u>Bars and Shapes:</u>	
Cold Rolled Steel	ASTM A 108, Minimum Working Strength 65,000 pounds per square inch
Hot Rolled Steel	ASTM A 576, Grades: G10200, G10450, or G11410
Hot Rolled Stainless	ASTM A 564, Grade 517400
<u>Plates:</u>	
Steel Plates, Structural	ASTM A 285, Grade B
Steel Plates, Pressure Vessel	ASTM A 516, Grade 55
<u>Forgings:</u>	
Steel	ASTM A 668, Class F

2.3 ELECTRIC SUBMERSIBLE PUMPS

2.3.1 General

Stormwater pumps and sump pumps shall be the electric, centrifugal, submersible type with closed non-clog impellers. Non-spare pumps will be installed (in the future by others) under future construction installation contracts in a proposed future flood control pumping station wetwell. Each stormwater pump shall be capable of passing solids up to 3 inches in diameter. Each sump pump shall be capable of passing solids up to 2 inches in diameter. The sump pumps shall be similar in design to the stormwater pumps and shall be suitable for pumping trash. The requirements given below shall apply to both the stormwater pumps and the sump pumps at each proposed future flood control pumping station. The stormwater pumps and sump pumps shall be designed to operate on a guide rail system and also designed such that no pump thrust (after installation in the future by others and during pump operation) can be induced on the required guide rail system.

2.3.2 Pump Capacities, Total Dynamic Head (T.D.H), And Speeds

The speed of each pump shall not exceed the respective values as listed below. A pump furnished that has a pump speed value exceeding the pump speed value listed below will be rejected. Pump capacities, required pumping head, and pump speed shall be as follows:

<u>Pump Description and Discharge Capacity (in G.P.M.)</u>	<u>Total Dynamic Head in Feet of Water (T.D.H)</u>	<u>Pump Speed (RPM)</u>
Stormwater:		
15,000 GPM	26	700
6,000 GPM	30	900
3,000 GPM	24	1,200
Sump:		
Type 1, 1,000 GPM	35	1,800
Type 2, 500 GPM	35	1,800

Notes:

- (1) Primary condition point
Discharge capacity shall not be less than pump size stated against a Total Dynamic Head in Feet of Water (TDH) as stated. Pumps shall be minimum 70 percent overall efficient at the condition point stated above. The Net Positive Suction Head (NPSH) required by the pump, at any point throughout the range of capacities and heads against it will operate, shall not be more than the NPSH available. The NPSH (for a water temperature of 85°F.) available will be computed by the Government at the site elevation(s) for Grand Forks, North Dakota and East Grand Forks, Minnesota and furnished to the Contractor upon request.
- (2) 15,000 GPM Stormwater Pumps
Each pump shall be capable of: pumping to 18 feet of TDH with no detrimental effects to the pump; and reaching 29 feet of TDH with no detrimental effects to the pump and without exceeding the horsepower rating of the motor.
- (3) 6,000 GPM Stormwater Pumps
Each pump shall be capable of: pumping to 23 feet of TDH with no detrimental effects to the pump; and reaching 33 feet of TDH with no detrimental effects to the pump and without exceeding the horsepower rating of the motor.
- (4) 3,000 GPM Stormwater Pumps
Each pump shall be capable of: pumping to 16 feet of TDH with no detrimental effects to the pump; and reaching 28 feet of TDH with no detrimental effects to the pump and without exceeding the horsepower rating of the motor.

(5) Sump Pumps

Each pump shall be capable of pumping to 22 feet of TDH with no detrimental effects to the pump.

2.3.3 Pump Casings

Pump casings shall be cast iron conforming to ASTM A 48, Class 30; and shall be of single piece design and have smooth fluid passages.

2.3.4 Nuts And Bolts

All nuts and bolts used in assembling each pump and its supporting members shall be of corrosion resisting steel and shall be hexagonal type. Stainless steel cap screws conforming to ASTM A 276, Type 316, and used with silicon bronze nuts or stainless steel nuts, will be permitted as will silicon bronze cap screws with tapped casting holes.

2.3.5 Wear Ring Systems

A wear ring system shall be installed to provide efficient sealing between the volute and impeller. The wear ring shall consist of a stationary ring made of bronze insert press-fitted into the volute inlet, and a rotating stainless steel ASTM A 276, Type 316 ring force-fitted into the impeller runner.

2.3.6 Impellers

Impellers shall be gray cast iron conforming to ASTM A 48 Class 30, or aluminum bronze conforming to ASTM B 148, Grade D; and a non-clogging design having a long throulet without acute turns. Impellers shall be capable of handling solids found in stormwater such as trash and fibrous materials. Impellers for stormwater pumps shall be capable of passing 3 inch diameter (maximum) size solids. Impellers for sump pumps shall be capable of passing 2 inch diameter (maximum) size solids.

2.3.6.1 Repairing

Minor surface imperfections shall be filled and/or ground down as necessary to preserve the design contour and outline of the impeller and restore the surface imperfections to the same degree of finish as the surrounding surfaces. Surface pits, depressions, projections, or overlaps showing greater than 1/16 of an inch variation from the general contour for that section shall be corrected. Castings which exhibit surface imperfections as defined above covering an area of more than 10 percent of any surface of any blade will be rejected.

2.3.7 Shafts

Each pump shall be provided with a drive shaft: having a single combined shaft; of ASTM A 276, Type 420 stainless steel or an alternate stainless steel, as approved; and completely isolated from the pumped liquid. Carbon steel pump shafts with stainless steel sleeve(s) will be rejected.

2.3.8 Seals

Each pump shall be provided with a tandem mechanical rotating shaft seal system. Seals shall run in an oil reservoir. The lubrication of the seals shall not require an external water source. Lapped seal faces must be hydrodynamically lubricated at a constant rate. The lower seal unit, between the oil sump and the volute, shall contain: one stationary tungsten carbide and one positively driven rotating tungsten-carbide ring. The upper seal unit, between the motor housing and oil sump, shall contain: one positively driven rotating tungsten-carbon ring and one stationary tungsten-carbide seal. Alternate seal materials will be rejected. Positively driven means the rotating seal is driven from the shaft by virtue of a mechanical connection (i.e., set screw, clip, key, etc.). The use of an elastomeric sealing member driving the seal face by friction on the shaft surface will not be accepted. Each seal interface shall be held in contact by its own spring system. The seals shall require neither maintenance nor adjustment, but shall be easily inspected and replaceable. Shaft seals without a positively driven rotating member or conventional double mechanical seals containing a common single spring acting between the upper and lower unit will not be accepted. Each pump shall be provided with an oil chamber for the shaft sealing system. The oil chamber shall be designed to assure that air is left in the oil chamber, and to absorb the expansion of the oil due to temperature variations. The drain and inspection ports, with positive anti-leak seal, shall be easily accessible from the outside of the pump.

2.3.9 Bearings

The pump shaft shall rotate on at least two permanently lubricated bearings. The upper bearing shall be the angular contact ball type and the lower bearing shall consist of two or more rows of angular contact ball bearings. Each bearing shall have a minimum B10 bearing life (100,000 hours). The bearing life data shall be shown in a shop drawing and submitted to the Contracting Officer.

2.3.10 Pump Lifting System

Each required pump unit shall be equipped with lifting bar(s) in order to facilitate handling. The lifting bar(s) shall be manufactured of stainless steel. Each bar shall be so designed and arranged to allow safe handling of the pump during shipment, delivery, storage, installation, and maintenance.

2.3.11 Cooling System

Each required pump unit shall have an adequately designed cooling system consisting of a water jacket which encircles the stator housing. The water jacket shall be provided with a separate circulation of the pumped liquid. Cooling media channels and ports shall be non-clogging by virtue of their dimensions. All cooling paths or ports shall be internal to the pump and motor water jacket to preclude clogging or physical abuse. Cooling system shall be designed to allow for continuous pump operation at rated capacity with the external water level at the minimum pump submergence level.

2.3.12 Torsional Vibration And Critical Speeds

Each assembled pump-motor unit shall be free of critical speeds and harmful torsional vibrations at all speeds encountered within the required pump operating range.

2.3.13 Coating (Painting)

Exterior surfaces for pump-motor units and for discharge elbows shall be coated (painted) with a PVC epoxy primer and a chloric rubber paint or epoxy paint, as approved.

2.3.14 Electrical

Pump motors shall be squirrel-cage, induction, shell type design, housed in an air filled watertight chamber, and NEMA Design B type. Oil filled motors will be rejected. The pump unit and motor unit shall be closed coupled to form a single integral unit. The stator winding and stator leads shall be insulated with moisture resistant Class F insulation which will resist a temperature of 155°C. The stator shall be dipped and baked three times in Class F varnish. The motor shall be designed for continuous duty, capable of sustaining a minimum of ten starts per hour. The rotor bars and short circuit rings shall be made of copper or aluminum. Thermal switches shall be embedded in the stator lead coils to monitor the temperature of each phase winding.

2.3.14.1 Motor Rating

Each motor shall be wound for 3-phase, 60 Hz, alternating current, and 480 volt operation. Each motor shall be designed for operation in a 20°C ambient temperature and all temperature rises shall be above this ambient temperature. The rated horsepower of the motor shall be not less than 102 percent of the determined maximum load requirement for the full capacity-head curve of the pump. The motor shall have a service factor of 1.15. The temperature rise above the ambient temperature for the class of insulation used shall be in accordance with paragraph MG 1-12.42 of NEMA MG 1.

2.3.15 Pump Electrical Power/Control Cables

Each pump shall be provided with a minimum 50 lineal foot length of electrical power cable and a minimum 50 lineal foot length of electrical control cable. Each cable shall be suitable for submersible pump application and such information shall be indicated by a code and/or legend permanently embossed on the cable. Cable sizing for pump motors shall conform to NFPA No. 70. Each pump unit shall have cable rack shall be provided for the purpose of supporting the motor leads.

2.3.15.1 Cable entry assembly

The cable entry assembly water seal design shall preclude specific torque requirements to insure a water tight and submersible seal. The cable entry assembly shall be the same for both the power and control cables. The cable entry assembly shall be comprised of a single cylindrical elastomer grommet, flanked by washers, all having a close tolerance fit

against the cable outside diameter and the entry inside diameter. The cable entry assembly shall bear against a shoulder in the pump top. The cable entry assembly junction chamber and the pump motor shall be separated by a stator lead sealing gland or terminal board, which shall isolate the motor interior from foreign material gaining access through the pump top. The junction chamber, containing the terminal board, shall be sealed from the motor by elastomeric compression seal O-ring. Connection between the cable conductors and stator leads shall be made with threaded compressed type binding post permanently affixed to a terminal board and shall be made leak proof.

2.3.16 Protection Alarms and Circuits

Unless required otherwise, the following features shall be provided for all pumps; however, seal failure alarms are not required for sump pumps.

(1) Motor Over-temperature Alarm

A motor over-temperature circuit shall be actuated by three thermal sensors embedded in the stator windings of the pump motor (one switch in each stator phase). The pump motor shall stop on an over-temperature situation and not restart until the motor over- temperature circuit has been manually reset and the motor temperature has cooled down to the appropriate temperature.

(2) Motor Overload Circuit

Motor overload circuits shall not be furnished under this contract and pumps with motor overload circuits furnished under this contract will be rejected. (For the Contractor's information, required motor overload circuits are to be part of the future pump motor starters that will be covered under a future separate supply pump control systems (including pump motor starters) contract and then furnished/supplied by others in the future. Such future motor overload circuits on these future pump motor starters shall be designed to stop the motor upon overload and not restart same until the overload condition is corrected and the motor overload circuit is manually reset.)

(3) Lower Seal Failure Sensor And Alarm

A lower seal leakage sensor shall be provided in the oil chamber. The sensor shall activate an alarm when water concentration exceeds 30 percent.

(4) Stader Leakage Sensor And Alarm

A stader leakage sensor shall activate an alarm and stop the motor when any water (liquid) is detected.

(5) Bearing Over-temperature Alarm Module

A bearing over-temperature alarm module shall be provided for 15,000 G.P.M. pumps and 6,000 G.P.M. pumps only; when the bearing over-temperature alarm module detects a bearing over-temperature situation, an alarm condition shall be activated.

2.4 PUMP ACCESSORIES (FOR STORM WATER PUMPS AND SUMP PUMPS)

Pump accessories for storm water pumps and sump pumps shall be furnished by the Contractor (for future installation by others) only for pumping equipment supply items where and as designated. Unless approved otherwise, each pump accessory shall be in accordance with the pump manufacturer's recommendations.

2.4.1 Pump Discharge Elbows

Each designated pump (storm water and sump) shall be furnished with a discharge elbow. Pump discharge elbows shall be manufactured by the pump manufacturer. Each discharge elbow shall be matched marked to its respective pump and shall be shipped and packaged with such respective pump. Discharge elbows shall be made of either cast iron or cast steel and consist of a flange for automatically mating with the pump discharge bowl when the pump is lowered (in the future by others) into its designated place in the proposed future pumping station. Discharge elbows shall be the long radius type. Each discharge elbow shall have a cast iron or cast steel shoe for anchoring to the proposed future flood control pumping station sump floor. The seal between the pump volute and discharge shoe shall be designed to remain tight and intact, after future installation by others, under any pump thrust.

2.4.2 Pump Guide Rail Systems

Each designated pump (storm water and sump) shall be furnished with a stainless steel guide rail system for lifting an installed pump in/out of a proposed future flood control pumping station wetwell and for connecting it to a discharge elbow. The guide rail system shall be designed for either a single or double guide bar(s); such guide bar(s) (pipe) will be provided in the future by others under one or more future installation contracts. The Contractor shall also furnish all upper guide bar brackets and all intermediate guide bar brackets. Guide bar brackets shall be match marked to their respective pump and shipped and packaged with same. Cable guide rail systems are not acceptable and each pump (storm water and/or sump) furnished with a cable guide rail system will be rejected.

2.4.3 Pump Access (Hatch) Covers

Each designated pump (storm water and sump) shall be furnish with an access (hatch) cover(s) and each such access cover shall comply with the following:

- (1) Each cover shall be match marked to its respective pump and also packaged and shipped with such pump.

- (2) Cover sizing shall be adequate to install/remove (in the future by others) the pump from its installed position in a single action without tipping or tilting the pump.
- (3) Covers shall be of extruded 6061 aluminum construction with a minimum of 0.25 inch thickness and designed for incorporating the required guide rail system for each pump. Each STORM WATER pump cover shall be designed to support (after installation in the future by others) a minimum 300 pounds per square foot load. Each sump pump cover shall be designed to support (after installation in the future by others) a minimum 5,000 pound distributed load.
- (4) Each cover shall be a double leaf design, rated for 300 pounds per square foot, and have diamond tread surfacing. Covers shall be complete including framing, flush locking mechanism, handles, and hardware. Cover frames shall be extruded 6061 aluminum construction, minimum 0.25 inch thickness, with concrete anchors as part of the extrusion. Unless required otherwise, all hardware shall be stainless steel. Covers shall be connected to the access cover frame with stainless steel hinges and shall open to 90 degrees and then lock automatically in the open position. Covers shall close flush with the access cover frame, resting on a 0.5 inch wide lip around the entire perimeter of the frame.
- (5) A stainless steel safety chain shall be attached to both access cover leafs. After installation (in the future by others) in the designated proposed future flood control pumping station, this chain shall help prevent a person from falling into/through the access cover opening when such installed access cover is not in the completely closed position.

2.4.4 Pump Electrical Interface Modules

Each designated pump (storm water and sump) shall be furnished with pump electrical interface module(s) including all electrical interface modules necessary for the pump sensors to communicate with future pump control system(s) (future pump control system(s) will be supplied in the future by others and installed in the future by others). Electrical interface modules shall be adaptable to any type of standard pump control system. Electrical interface modules shall be match marked to each respective required pump.

2.5 SPARE REPLACEMENT PARTS AND SPECIAL TOOLS

2.5.1 General

The Contractor shall furnish all special tools that are unique to the pump(s) and needed for proper installation, testing, operation, maintenance, and/or storage. Special tools shall be delivered with the respective pumps. A total of two complete sets of all such special tools shall be furnished.

2.5.2 Spare Replacement Parts

All spare replacement parts shall be duplicates of the original parts incorporated into the assembled pumping equipment required to be furnished and shall be interchangeable with such original parts. The Contractor shall furnish at a minimum the following spare parts:

<u>Complete Sets of Spare Replacement Parts</u>	<u>Quantity of Complete Sets</u>		
	<u>Pump Size (GPM)</u>		
	<u>15,000</u>	<u>6,000</u>	<u>3,000</u>
Seal assemblies: upper & lower	1 Each	2 Each	2 Each
Wear rings: stationary & rotating	1 Each	2 Each	2 Each
O-rings	1 Each	2 Each	2 Each
Pump electrical interface modules	1 Each	2 Each	2 Each

PART 3 EXECUTION

3.1 FABRICATION AND MACHINING

3.1.1 Machine Work

All tolerances, allowances, and gauges for metal fits between plain, non-threaded cylindrical parts shall conform to ASME B4.1 for the class of fit required.

3.1.2 Castings

Each casting shall have a mark number cast in or stamped upon it. Additionally, each casting weighing more than 500 pounds shall have the heat number cast in or stamped upon it. Warped and/or otherwise distorted castings that are oversize to an extent that could interfere with proper fit with other parts of the machinery or structure will be rejected. Cracked castings of non-weldable materials (i.e., cast iron, etc.) will be rejected. Repairs to castings shall not be made without prior written approval of the Contracting Officer.

3.1.2.1 Casting repairs

All casting repairs require prior approval from the Contracting Officer of the Contractor's proposed repairs. Castings shall have all unsound material or defects removed by chipping, machining, air-arc gouging, or grinding; and shall be repaired by approved welding methods. Welding repairs shall conform to the welding procedures shall be matched to the type material involved. Stress relief annealing, where required, shall be accomplished prior to final machining.

3.1.3 Bolted Connections

Bolts, nuts, and washers shall conform to the applicable requirements of paragraph - MATERIALS, for the types required.

3.1.4 Holes for Regular Bolts

Holes for regular bolts shall be drilled or sub-drilled and reamed in the shop. Holes shall be accurately located, smooth, perpendicular to the member, and cylindrical.

3.1.5 Holes for Fitted Bolts

Holes for fitted bolts shall be match-reamed or drilled in the shop. Holes shall be smooth, perpendicular to the member, and cylindrical. Burrs resulting from reaming shall be removed. The threads shall be entirely outside of the holes. The body diameter of the bolt shall have tolerances as recommended by ASME B4.1 for the class of fit required. Fitted bolts shall be fitted in reamed holes by selective assembly to provide a LN-2 fit.

3.1.6 Holes for High-strength Bolts

Holes for high-strength bolts shall be accurately spaced, perpendicular to the member, and cylindrical. If the thickness of the material is greater than the diameter of the bolt, the holes shall be either drilled full size or shall be sub-drilled and then reamed to full size. Poor matching of holes will be cause for rejection of the work. Drifting done during assembly shall not distort the metal or enlarge the holes. For slight mismatching, reaming to a larger diameter for the next standard size bolt will be allowed.

3.1.7 Metallic Coatings

Metallic zinc (galvanized) coatings shall be applied in a manner, thickness, and quality conforming to ASTM A 123. Where the zinc (galvanized) coating is destroyed by cutting, welding, or other causes, the affected areas shall be re-galvanized to the thickness and quality required for the original zinc (galvanized) coating.

3.2 FACTORY TESTING

3.2.1 General

A witnessed factory test shall be conducted using only the following supply items required to be furnished: two each 15,000 GPM stormwater pumps; three each 6,000 GPM stormwater pumps; and five each 3,000 GPM stormwater pumps. Additionally, all pumps required to be furnished shall also be non-witnessed factory tested and have printed certified factory test curves. Unless approved otherwise by the Contracting Officer, none of the required pumping equipment shall be delivered to the required delivery location(s) until the all factory testing (witnessed and non-witnessed) has been completed for each particular pump size and the Government has accepted the factory test results for same. Factory testing shall be in accordance with HI "Standards for Centrifugal, Rotary

and Reciprocating Pumps".

3.2.2 Factory Testing Facility Location(s)

3.2.2.1 Witness factory testing

Each testing facility utilized for witness factory testing shall be located within the continental United States of America (excluding the State of Alaska) and factory witness testing shall be conducted at such testing facility(ies) location(s) as selected by the Contractor.

3.2.2.2 Non-witness factory testing

Non-witness factory testing shall be conducted at factory testing facility(ies) location(s) as selected by the Contractor.

3.2.3 Test Setup

Test setup each required pump in order to simulate its proposed actual field installed position.

3.2.3.1 Submittal

The Contractor shall submit for approval a description of the proposed test setup and proposed test procedures: this information must be submitted prior to the construction of the proposed test setup. The submittal shall include dimensioned drawings and cross-sectional views of the setup and pump, including the location of all instrumentation and the point of their connection(s) indicated. Each instrument shall be described in detail giving all pertinent and applicable data such as: the manufacturer's name, type, and model number; certified accuracy; date(s) of current calibration(s) of each testing instrument; coefficient ratios; specific gravity of manometer fluid to be used; and smaller scale divisions. When necessary for clarity, a sketch of the instruments and/or instrument arrangements shall be presented. Also include a fully detailed narrative description of each proposed method of instrumentation and the proposed test procedures.

3.2.4 Instrumentation

Head measurements shall be made using either a direct reading water column, mercury-air, mercury-water, or a meriam fluid manometer. Vacuums shall be measured with either a mercury-air or a mercury-water manometer. Fluctuations shall be dampened sufficiently to permit the column gauges to be read to either the closest one-hundredth of one foot of water or Meriam fluid, or the closest one tenth of one inch of mercury. Each testing instrument must be calibrated for required accuracy at least every six months; each testing instrument shall also have a calibration tag attached to it that shows the date of such calibration.

3.2.5 Capacity

Individual pump capacity shall be determined using a calibrated venturi flowmeter or a long radius ASME flow nozzle; orifice plates shall not be used. The venturi or nozzle tube shall be connected to column gages

equipped with dampening devices which shall permit the differential head to be determined to either the closest one-hundredth of one foot of water or Meriam fluid, or the closest one tenth of one inch of mercury. A magnetic flowmeter will be acceptable provided a calibrated accuracy within 2.5 percent or 50 gallons per minute can be demonstrated.

3.2.6 Electrical Power Input

The electrical power input to the pump shall be measured using calibrated electric meters and transformers. The method used shall permit the pump brake horsepower to be determined to the closest ± 0.75 of one horsepower. Calibrations shall include true electrical input-output values of motor efficiency.

3.2.7 Performance Testing

Each performance test shall be sufficiently extensive and complete to demonstrate that the proposed pump operates without instability and complies with the required performance. Compliance with the contract requirements will be determined from the performance curves required below. The temperature of the water used for performance testing shall be approximately the same for all test runs.

3.2.8 Pump Performance

The performance of the required pumps to be furnished shall be determined by a series of test points sufficient in number to develop a constant speed curve over the range of total heads, from 5.0 feet to 35.0 feet (or to shut off head) inclusive, for the speeds involved. Tests shall be performed utilizing the required head and suction water elevation above the pump motor. A second curve shall be developed with suction water elevation at the top of pump volute or to the minimum pump submergence. Head differentials between adjacent test points shall not exceed 2.0 feet. If the plot of the data indicates a possibility of instability in the head versus capacity curve, a sufficient number of additional points shall be made to clearly define the pump head-capacity characteristics.

3.2.9 Performance Testing Results

The results of the performance testing shall be plotted to show total head, brake horsepower, net positive suction head, and efficiency as ordinates; and all plotted against the pump discharge in gallons per minute as the abscissa. The above curves shall be plotted to a scale that shall permit reading head directly to five-tenths of one foot, capacity to 100 gallons per minute (GPM), efficiency to one percent, and power input to 2 horsepower. Net positive suction head required data may be based on original design data or previous test information.

3.2.10 Witness Testing

A witness test shall be performed as stated above. When the Contractor has been satisfied that the pumps, as required for witness testing, perform in accordance with the contract requirements, the Contractor shall notify the Contracting Officer that the witness testing is ready to proceed. Two copies of the curves required above, along with a set of

sample calculations including all constants and conversion factors, shall be submitted to the Contracting Officer. A minimum of 14 calendar days will be required by the Contracting Officer for reviewing this submitted data before the Contracting Officer will be available to visit the Contractor's proposed testing site for witnessing the test. Should the witness testing reveal that the pump does not perform in accordance with the contract requirements and approved shop drawings, the Contractor shall make such changes as needed in order to make the pump acceptable before re-notifying the Contracting Officer that a witness retest is ready to proceed. Immediately upon completion of the witness test/retest, a copy of all data taken during such testing shall be submitted to the Contracting Officer for review and approval.

3.2.11 Witness Test Report

The Contractor, within 15 calendar days after receipt of approval of the completed witness test, shall submit three bound copies of a report completely covering the test setup and the performance tests. Each witness test report shall include as a minimum the following:

- (1) A statement of purposes of test, the project contract name, the contract number, and the design conditions. Include a list of all noted deviations from required values.
- (2) A resume of preliminary studies if such studies were made.
- (3) A description of each pump. The information required under (2) above may be included here.
- (4) A description of test procedures utilized.
- (5) Complete sample computations.
- (6) A discussion of test results.
- (7) Conclusions.
- (8) Photographs: 6 each, color, 8 inch by 10 inch, with labels.
- (9) Copies of all recorded test data.
- (10) Curves showing performance of each pump.
- (11) Drawings of the test setup showing all pertinent dimensions and elevations; and a detailed and dimensioned cross-section view of each pump.

3.3 SHIPMENT AND DELIVERY

3.3.1 General

All costs related to shipment and delivery of required contract project supply items and service items shall be born by the Contractor at no additional cost the Government. Non-spare pumping equipment shall be individually tagged for their respective designated proposed future flood

control pumping station number and location (where indicated)(see TABLE A included at the end of this technical section), crated together, and match marked to each other. Spare pumping equipment shall be individually tagged for their respective designated delivery location (where indicated)(see TABLE A included at the end of this technical section), crated together, and match marked to each other. Spare replacement parts sets shall be individually tagged and properly identified, and packaged in individual set containers. Unless approved otherwise by the Contracting Officer, delivery/furnishing/ performance of the required contract project items shall be in accordance with TABLE A included at the end of this technical section.

3.3.2 Delivery Location(s)

3.3.2.1 Contract supply items

The Contractor shall deliver the required contract supply items (pumps, accessories, and spare replacement parts and special tools) to each designated delivery location, as directed in the field by the Contracting Officer, to/in the Grand Forks, North Dakota and/or East Grand Forks, Minnesota metropolitan area. At each such designated delivery location the Contractor shall furnish all equipment, labor, materials, and supplies necessary for the Contractor to perform unloading operations, as approved by the Contracting Officer. During delivery of the required supply items to the designated delivery location, actual placement of required supply items (after unloading) within each individual delivery location shall be as directed in the field by the Contracting Officer.

3.3.2.1.1 Government furnished storage facility(ies)

The Government will furnish a storage facility at each above designated delivery location. Unless directed otherwise, each such storage facility will be in an enclosed structure having provisions for ventilation, heating, and protection from the weather.

3.3.2.2 Contract service items

The Contractor shall furnish/perform the required contract service items (erecting engineer services and manufacturer's field site services) at each designated proposed future flood control pumping station location in the Grand Forks, North Dakota and East Grand Forks, Minnesota metropolitan area.

3.3.3 Packaging and Marking

The Contractor shall insure that the required pumping equipment supply items are packaged and delivered as completely assembled and wired in order to minimize future site installation work (in the future by others). Pumping equipment shall be crated together and match marked to each other. The manufacturer's standard packing method, as approved, for the pumping equipment shall be submitted by the Contractor to the Contracting Officer at least 10 calendar days prior to each proposed shipping date. Items to be shipped shall be protected against moisture damage and water damage and kept dry at all times. Pumps shall be crated in order to protect them from damage during shipment and storage: crating

shall allow for mandatory vertical storage only. After delivery, such delivered pumping equipment may be stored by the Government for up to three consecutive calendar years. The Contractor shall note all special requirements for long term storage. All relays and other devices which cannot withstand the hazards of shipment/storage when mounted in-place shall be carefully packaged and shipped separately.

3.3.4 Acceptance

Payment for each pumping equipment supply item shall be made upon acceptance at the designated point of delivery. Within five calendar days after delivery to the designated delivery location, each delivered item will be inspected by the Contracting Officer. The inspection shall include an accounting of the items delivered and a visual inspection of each such items in order to determine any possible damage prior to delivery. If this inspection reveals any defects or deviations from contract requirements which could render the item unsuitable (as determined by the Contracting officer) for the use(s) intended, the Contractor shall either completely replace such identified item with a new acceptable item or, if approved by the Contracting officer, perform repairs to remedy each such identified deficiency on the non-acceptable item. In the event deficiencies cannot be acceptably corrected, such pumping equipment supply item will be rejected.

3.3.5 Spare Replacement Parts And Special Tools

Required spare replacement parts and special tools shall be furnished by the Contractor and shall be packaged separately using the manufacturer's standard packing method, as approved. All spare replacement parts and special tools shall be clearly labeled and marked.

3.3.5 Packing Lists

Packing lists shall accompany all supply items shipped and be placed in moisture-proof containers securely fastened to each item. Two copies of each packing list shall be submitted to the Contracting Officer at least 10 calendar days prior to each proposed shipping date. Packing lists shall include the following:

- (1) Project contract number.
- (2) Project contract name and designated proposed future pumping station number and location (see TABLE A included at the end of this technical section).
- (3) Item(s) description(s) and quantity(ies) (including each manufacturer's name and each individual item identification number).

3.3.7 Miscellaneous

All boxes and crates used for packaging/shipping shall be tagged and/or labeled to clearly identify the its contents. Required pumping equipment shall be crated/boxed and shipped to designated delivery location(s). Spare replacement parts and special tools shall be crated/boxed, clearly

marked and shipped to designated delivery location(s).

3.4 WARRANTY

3.4.1 Commercial Warranties

In addition to any other warranties required by this contract, the Contractor shall provide the Government with any commercial warranties that would be given to its customers in normal commercial practice. The Contractor shall also pass through to the Government any warranties provided to it by any subcontractor or supplier under this contract and take such actions as are necessary to make those warranties enforceable by the Government.

3.4.2 Warranty Assignments

Any warranties provided to the Government under this contract may be assigned, in whole or in part, to the City of Grand Forks, North Dakota and/or the City of East Grand Forks, Minnesota. The Government may assign those warranties by written notice to the Contractor and the assignee. The assignee may enforce the provisions of the warranties directly, or request that the Government enforce them under the terms of this contract, or both.

3.5 ERECTING ENGINEER SERVICES DURING CONSTRUCTION OF PUMPING STATIONS

The Contractor shall furnish pump manufacturer erecting engineer services during each future construction (by others) period for each proposed future flood control pumping station for the Grand Forks, North Dakota, and East Grand Forks, Minnesota, Flood Control Project. For each designated erecting engineer services service item, a minimum total of 3 work days (at approximately 8 hours per work day; and 24 work hours total) of such on-site services shall be furnished by the pump manufacturer during the future construction contract period for one proposed future flood control pumping station. Under each erecting engineer services item, all pump manufacturer technical services necessary for the installation (in the future by others) of the pumping equipment supply items furnished under this contract and installed (in the future by others) in the designated future flood control pumping station, shall also be furnished. The pump manufacturer shall determine the level of needed adherence to the pumping equipment manufacturer's recommended and approved installation procedures and requirements; and inform (through the Contractor) such determination immediately and concurrently to the designated future construction contractor and to the Contracting Officer. Supervision of the setting of the discharge elbow and the pump guide rail system shall be conducted by the pump manufacturer and coordinated (through the Contractor) with each designated future construction contractor and with the Contracting Officer. Payment for each required erecting engineer services item will be made only after the Contracting Officer has determined that the erecting engineer services service item and its related pumping equipment installation work (in the future by others) has been acceptably completed. In the event that pumping equipment installation work for a required pumping station fails to be acceptable to the Contracting Officer, the Contractor shall be responsible for furnishing, at no

additional cost to the Government, all additional erecting engineer services during all follow up re-installation work until the Contracting Officer has determined such re-installation work has been acceptably completed. The Contractor will not be required to complete any erecting engineer services after December 31, 2005.

3.6 MANUFACTURER'S FIELD SITE SERVICES FOR PUMPING STATION START-UPS

The Contractor shall furnish pump manufacturer's field site services during each future start-up period for each proposed future flood control pumping station for the Grand Forks, North Dakota, and East Grand Forks, Minnesota, Flood Control Project. These field site services shall be furnished during the approved startup period of each designated proposed future flood control pumping station after construction of same (in the future by others) has been completed. For each designated manufacturer's field site services service item, a minimum total of 2 work days (at approximately 8 hours per work day; and 16 work hours total) of such on-site services shall be furnished by the pump manufacturer during the future startup period of the future construction contract period for one proposed future flood control pumping station. Under each manufacturer's field site services service item, the pump manufacturer shall furnish all technical services necessary for the startup of the pumping equipment supply items furnished under this contract and installed (in the future by others) in the designated future flood control pumping station. The pump manufacturer shall determine the level of needed adherence to the pump equipment manufacturer's recommended and approved startup procedures and requirements; and inform (through the Contractor) such determination immediately and concurrently to the designated future construction contractor and to the Contracting Officer. Payment for each required manufacturer's field site services service item will be made only after the Contracting Officer has determined that the manufacturer's field site services service item and its related pumping equipment startup work (in the future by others) has been acceptably completed. In the event that a required startup for a required pumping station fails to be acceptable to the Contracting Officer, the Contractor shall be responsible for furnishing, at no additional cost to the Government, all additional pump manufacturer's field site services during all re-startup work until the Contracting Officer has determined such re-startup work has been acceptably completed. The Contractor will not be required to complete any manufacturer's field site services after December 31, 2005.

TABLE A

Proposed Future
Pumping

Station	Pumps (See NOTE A)									Final		
Location	Stormwater						Sump		Delivery			
& No.	Sizes		Quantity		Sizes		Quantity		Date	Notes		
	(GPM)		(Ea)		(GPM)		(Ea)					
<u>a</u>	<u>b</u>	<u>c</u>	<u>d</u>	<u>e</u>	<u>f</u>	<u>g</u>	<u>h</u>	<u>i</u>	<u>j</u>	<u>k</u>	<u>l</u>	<u>m</u>
<u>NON-SPARE PUMPING EQUIPMENT:</u>												
<u>Grand Forks, ND:</u>												
C3	--	6,000	--	-	3	-	1,000	--	1	-	July 15, 2001	B
D1	--	6,000	--	-	3	-	1,000	--	1	-	July 15, 2001	B
D2	--	--	3,000	-	-	3	1,000	--	1	-	July 15, 2001	B
E2	--	--	3,000	-	-	2	--	500	-	1	July 15, 2001	B
<u>East Grand Forks, MN:</u>												
K12	--	6,000	--	-	3	-	1,000	--	1	-	August 1, 2001	B
L1	--	6,000	--	-	2	-	1,000	--	1	-	August 1, 2001	B
L2	--	--	3,000	-	-	2	--	500	-	1	August 1, 2001	B
<u>East Grand Forks, MN:</u>												
K7	--	--	3,000	-	-	2	--	500	-	1	August 1, 2001	B
K10	--	--	3,000	-	-	3	1,000	--	1	-	August 1, 2001	B
<u>Grand Forks, ND:</u>												
D3	--	--	3,000	-	-	2	--	500	-	1	May 15, 2002	B
D4	15,000	--	--	4	-	-	1,000	--	2	-	May 15, 2002	B
E1	--	6,000	--	-	3	-	1,000	--	1	-	May 15, 2002	B
H1	15,000	--	--	2	-	-	1,000	--	2	-	May 15, 2002	B
H4	--	--	3,000	-	-	2	--	500	-	1	May 15, 2002	B
<u>East Grand Forks, MN:</u>												
L6	--	--	3,000	-	-	2	--	500	-	1	May 15, 2002	B
L8	--	--	3,000	-	-	2	--	500	-	1	May 15, 2002	B
<u>Grand Forks, ND:</u>												
A1	--	--	3,000	-	-	2	--	500	-	1	May 15, 2003	B
A3	--	--	3,000	-	-	2	--	500	-	1	May 15, 2003	B
C1	15,000	--	--	3	-	-	1,000	--	2	-	May 15, 2003	B
C4	--	--	3,000	-	-	2	--	500	-	1	May 15, 2003	B
<u>East Grand Forks, MN:</u>												
K1	--	--	3,000	-	-	2	--	500	-	1	May 15, 2003	B
<u>K14</u>	<u>--</u>	<u>--</u>	<u>3,000</u>	<u>=</u>	<u>=</u>	<u>2</u>	<u>--</u>	<u>500</u>	<u>=</u>	<u>1</u>	<u>May 15, 2003</u>	<u>B</u>
22	3	5	14	9	14	30	10	12	13	12		
^ Column Totals ^												

TABLE A (Continued)

Proposed Future		Pumps (See NOTE A)								Final		Notes
Pumping	Station	Stormwater				Sump				Delivery		
Location	& No.	Sizes		Quantity		Sizes		Quantity		Date		
		(GPM)		(Ea)		(GPM)		(Ea)				
<u>a</u>	<u>b</u>	<u>c</u>	<u>d</u>	<u>e</u>	<u>f</u>	<u>g</u>	<u>h</u>	<u>i</u>	<u>j</u>	<u>k</u>	<u>l</u>	<u>m</u>
<u>SPARE PUMPING EQUIPMENT</u>												
<u>Grand Forks, ND:</u>												
--	15,000	--	--	1	-	-	--	--	-	-	May 15, 2003	B
--	--	6,000	--	-	1	-	--	--	-	-	May 15, 2003	B
--	--	--	3,000	-	-	1	--	--	-	-	May 15, 2003	B
<u>East Grand Forks, MN:</u>												
--	--	6,000	--	-	1	-	--	--	-	-	May 15, 2003	B
--	--	--	<u>3,000</u>	=	=	<u>1</u>	--	--	=	=	<u>May 15, 2003</u>	<u>B</u>
--	1	2	2	1	2	2	--	--	-	-		
^ Column Totals ^												

SPARE REPLACEMENT PARTS AND SPECIAL TOOLS

Grand Forks, ND and/or
East Grand Forks, MN:

--	--	--	--	=	=	=	--	--	=	=	<u>May 15, 2003</u>	<u>B & C</u>
--	--	--	--	-	-	-	--	--	-	-		
<u>^ Column Totals ^</u>												

TABLE A NOTES:

- A "Pumps" include all required pumping equipment and required accessories.
- B Actual delivery location(s) for each supply item (within the Grand Forks, North Dakota and East Grand Forks, Minnesota metropolitan area) will be determined in the future by the Contracting Officer.
- C Quantity of items shall be in accordance with paragraph - SPARE REPLACEMENT PARTS AND SPECIAL TOOLS.

-- End of Section --